

Request for Proposals (RFP)

PF No. and Title	: 21-06-03; Money Transfer for Talukder Para Fire Recovery
RFP Issue Date	: June 9, 2021
Proposal Submission Deadline	: June 12, 2021
Contracting Entity	: Helen Keller International (HKI)
Place of Performance	: Dhaka, Bandarban, Bangladesh

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Bidders are encouraged to read this RFP and all attachments in its entirety paying specific attention to the instructions and requirements. Issuance of this RFP does not in any way obligate Helen Keller International to award a contract, nor does it commit Helen Keller International to pay for costs incurred in the preparation and submission of a proposal. All recipients of this RFP shall treat all information and details included herein as private and confidential.

SECTION 1: Introduction, Eligibility of Bidders, and Definitions

Introduction

Helen Keller International (HKI) is a nonprofit organization dedicated to saving and improving the sight and lives of the world's vulnerable by combatting the causes and consequences of blindness, poor health and malnutrition. USAID awarded the Sustainable Agriculture and Production Linked to Improved Nutrition Status, Resilience, and Gender Equity, (SAPLING) Development Food Security Activity (DFSA) to HKI September 30, 2015. SAPLING achieves its goal of improved gender equitable food security, nutrition and resilience of vulnerable individuals in the Chittagong Hill Tracts (CHT) region of Bangladesh, SAPLING works to increase household (HH) availability, utilization and access to nutritious foods and income, enhance maternal and child health and nutrition (MCHN), and improve resilience of families who experience frequent natural and human-induced shocks and stressors by implementing activities

HKI invites all eligible Bidders to submit proposals for Cash transfer through mobile banking.

The purpose of this Request for Proposals (RFP) is to select a vendor that will provide best value to HKI, when both technical and cost factors are combined.

Eligibility of Bidders

This RFP is open to non-governmental entities that are deemed capable of implementing the scope of work, with a solid record of integrity and business ethics, and that meet the eligibility requirements stated in this Section.

Bidders that submit proposals in response to this RFP must meet the following requirements:

- 1) Be non-government entities (for-profit and non-profit companies, non-governmental organizations (NGOs), etc.) that are legally registered under the laws of the country where it is operating
- 2) Have demonstrated capacity and expertise to successfully implement the Scope of Work
- 3) Have completed the required representations and certifications incorporated in this RFP
- 4) Be willing to comply with relevant donor rules and regulations and HKI requirements.
- 5) Bidders and proposed products must be of Source and Nationality designated in the authorized Geographic Code, as described in Section 5 "Source of Funding and Authorized Geographic Code."

- a. Nationality refers to the place of legal organization, ownership, citizenship, or lawful permanent residence (or equivalent immigration status to live and work on a continuing basis) of suppliers of commodities and services.
- b. Source means the country from which a commodity is shipped to the cooperating/recipient country or the cooperating/recipient country itself if the commodity is located therein at the time of the purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country. Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.}

Note: HKI will not award a contract to any firm that is debarred, suspended, or proposed for debarment by the U.S. Government, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

SECTION 2: Scope of Work

HKI will evaluate all proposals received in response to this RFP in accordance with the evaluation criteria described in this document.

This RFP contains the following Annexes:

- Annex A: Conflict of Interest Disclosure
- Annex B: Relevant CVs (one per person)
- Annex C: Financial Offer template (separate Excel spreadsheets)
- Annex D: USAID Contract Provisions

Program Background

On September 30, 2015, the United States Agency for International Development (USAID) awarded Helen Keller International (Helen Keller Intl) cooperative agreement No. AID-FFPA- 15-00010 to lead the Sustainable Agriculture and Production Linked to Improved Nutrition Status, Resilience, and Gender Equity, (SAPLING) Development Food Security Activity (DFSA). To achieve its goal of improved gender equitable food security, nutrition and resilience of vulnerable individuals in the Chittagong Hill Tracts (CHT) region of Bangladesh, SAPLING works to increase household (HH) availability, utilization and access to nutritious foods and income, enhance maternal and child health and nutrition (MCHN), and improve resilience of families who experience frequent natural and human-induced shocks and stressors by implementing activities under the following three Purpose areas:

- Purpose 1 (P1): Increased income and access to nutritious foods attained more equitably by both women and men
- Purpose 2 (P2): Improved nutrition and health status of children under five years of age, pregnant and lactating women (PLW), and adolescent girls
- Purpose 3 (P3): Improved ability of households, communities, and systems to mitigate, adapt to and recover from human induced and natural shocks and stressors

Through September 30, 2021, SAPLING will continue to support the Ministry of Chittagong Hill Tracts Affairs (MOCHTA) to achieve its Sustainable Development Goals by implementing activities in its five designated upazilas of the Bandarban District. These are Ruma, Bandarban Sadar, Lama, Thanchi and Rowangchhari. The total estimated population in this area is 285,118, which comprises 11 minority ethnic groups and Bengalis, each with its own language and traditions.

Scope of Work, Key Objectives and Activities

The objectives of this SOW are to distribute/disburse money among the participants through Mobile Banking. SAPLING is going to start activities on Cash for Work (CFW) for Support to Fire Recovery in Talukder Para, Bandarban in SAPLING working area at Bandarban. Talukder Para is Tarachha Union, in Rowangchhari Upazila of Bandarban District. Total estimated participants 212. There are not sufficient Bank services at para level and it is not feasible to collect participants' money from bank at upazila head quarter. SAPLING plans to distribute money to the participant's through mobile banking number which will be provided by participant and they will collect the money from their nearest mobile banking agents. Mobile banking service provider will responsible to ensure all support to transfer the money to participants and arrange to available the money at agent level for getting (for cash out) at participant level (field) through agent

Methodology and Key Activities

SAPLING will collect the active personal mobile account number from participants and staff will check that all SIMs are active or not.

As per field requirement, SAPLING will disburse the money to the Vendor through A/C payee cheque or online bank transfer and submit a list of participants with mobile bank account and mentioning the amount to transfer each participant account. Vendor will inform/provide report to SAPLING after sending the money to participants' account.

General Deliverables

- Transfer the money to the enlisted beneficiaries in due time.

Timeframe

The work is expected to be carried out over a three-month period as mentioned above. The level of effort should be estimated by the vendor to complete the work described in the SOW.

All work will be conducted under the supervision of HKI's Head of Program Operations and carried out in consultation with the SAPLING staffs.

Anticipated Contracting Period and Award Mechanism

The anticipated period of the resulting award is expected to be **3 month from June 15, 2021**. Bidders must clearly identify "start-up" support costs, if any, required to commence services.

HKI intends to award an all-inclusive fixed price **Professional Service Contract** to the winning offer. No profit, fees, taxes, or additional costs can be added after award. This RFP is subject to all the terms and conditions of the resulting contract. Any resultant award will be governed by these terms and conditions.

SECTION 3: Proposal Instructions

The Bidder's proposal will consist of two separate documents:

Part 1 - Technical Offer

Part 2 – Financial Offer

The Technical Offer and the Financial Offer (altogether "proposal") must be submitted separately. The Bidder should not include any cost data in the Technical Offer.

The proposal should be concisely presented and structured, and should explain in detail the Bidder's availability, experience and resources to provide the requested services.

Proposals that are incomplete or do not address these criteria may not be considered in the review process. All proposals **must be submitted in English**.

Both the Technical Offer and Financial Offer must be submitted with a **Cover Letter** which must include the following information and must be signed and stamped by an authorized representative of the Bidder organization:

- i. Date of Submission of the Proposal
- ii. Term of proposal validity (minimum {90} days)
- iii. Name of the company/organization
- iv. Name and title of authorized representative of organization
- v. Type of company/organization
- vi. Address
- vii. Telephone
- viii. E-mail
- ix. Taxpayer Identification Number
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the bidder is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.

Bidders must also submit a signed Conflict of Interest Declaration Form. This form will be assessed to establish whether the Bidder has any present or potential future conflict of interest according to the definition in Annex A. If the conclusion is reached that any conflict of interest declared by the Bidder could have a negative impact on the Bidder's ability to perform the Service, HKI may decide to reject the submitted proposal. Failure to accurately complete the Conflict of Interest Declaration Form may also lead to the rejection of the submitted proposal.

Part 1: TECHNICAL OFFER

The Technical Offer should be in the English language, typed in Microsoft Word, single-spaced, and with each page numbered consecutively. A maximum number of pages for each component of the Technical Offer is given below.

The Technical Offer should include the following:

1) Bidder past performance record/relevant experience– {2} pages maximum

Information related to Bidder's past performance/prior experience in conducting work in the country/region similar in nature and volume to the services requested (brief description, deliverables, date, client etc.).

Bidders must also provide contacts for at least three (3) professional references for previous work and/or experience under similar SOWs. Contact information should include, at a minimum: name of individual, name of company, brief information on relationship to Bidder, address, email, and phone number. HKI reserves the right to contact any and all references provided. Contact information for references is not subject to the page limitation for this section.

2) Technical approach – {7} pages maximum

The technical approach must describe the proposed approach to achieving the program objectives and must address the following:

- a) Information as to whether the Bidder currently has a presence in the country/region, and the nature of this presence.
- b) A brief description of the Bidder's understanding of the objectives and scope of work for the consultancy.
- c) An overview as to how the Bidder would propose to complete the requested services indicated in this RFP, including an activity plan and estimated timeline for completion of each step/process.

3) Team Structure requirements – {3} pages maximum, excluding CVs

- a) The skills and experienced required/preferred are:

The service provider/contractor must be the following skills and experience:

- Experience working on cash transfer for INGO.
- Experience working with multiple ethnic groups.
- Have a sufficient number of mobile agent at village level of Bandarban district.
- Have an experience and educated staff at central level.

Please include/ensure the following:

- b) A current CV for the proposed key personnel in a format provided in Annex C. The CV must not exceed three pages in length and shall be in chronological order starting with the most recent experience and summarizing relevant experience and qualifications.
- c) The consultant must be a Bangladeshi citizen, with preference given for proposed personnel from the CHT who meet experience and language requirements to achieve the activities described in the SOW.

The Bidder must notify HKI if it intends to replace a key member of the Bidder's team (with an explanation for doing so) prior to the award date and provide HKI with the information required for the approval of a replacement proposal. Any replacement shall be subject to the approval of HKI. This is also valid for any replacement taking place during the contract duration.

HKI may choose to contact the Bidder prior to making a final decision. Please confirm whether this would be possible, ensuring that full contact details are also included in the resume (email, telephone number).

Part 2: FINANCIAL OFFER

This contract will be issued as a firm fixed price contract with payment made against deliverables against services/products. HKI will only issue payment via electronic payment methods and all bank accounts must be in the name of the company/organization only.

As part of the Financial Offer, Bidders must include a detailed budget, submitted in **Microsoft Excel**, expressed in **Bangladesh BDT**, with an accompanying budget narrative, submitted in Microsoft Word, describing the basis for the listed cost elements. Supporting information should be provided in sufficient detail to allow a complete analysis and determination of reasonableness of each cost element. Bidders are required to include and clearly label **all** costs deemed necessary to complete the work called for hereunder.

The Financial Offer template can be found in **Annex C** and must include the following:

1. **Labor Cost:** The Bidder must provide information related to team structure, daily rates and Level of Effort (LoE) (measured in days) for the deliverables listed. Please state assumptions made when submitting the cost information including any additional options, and stating all conditions.
2. **Other Direct Costs:** The Bidder should provide a breakdown estimate of other main direct costs which are considered necessary for completion of the work. Other direct costs will cover transportation costs, visa, and per diem. Any other direct costs shall be agreed prior with HKI.
3. **Indirect Rates and Fixed Fee:** If it is a Bidder's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Bidders must explain the rates and the rates' base of application in the budget narrative. HKI reserves the right to request additional information to substantiate an Bidder's indirect rates. Proposed fixed fee must also be explained in the budget narrative and represented as a separate line item in the budget.

SECTION 4: Evaluation Criteria and Basis for Award

HKI will follow a Best Value Trade-Off selection methodology. HKI may award to an eligible, responsible firm whose proposal is most advantageous to the program, with price and other factors considered proposal, including but not limited to compliance with the requirements of the RFP without material deviation. Bidders may not modify non-responsive offers after the proposal deadline in order to make them responsive. However, HKI may request a Bidder to clarify its offer as long as no material deviation exists.

The criteria below will serve as the basis upon which proposals will be evaluated. Selection will be based principally on the technical merits of the proposals, but price and other factors will be considered, and award will be made only if the proposal is determined to be technically acceptable and cost reasonable.

Evaluation Criteria per Solicitation	Total Max Points
Past Performance/ Prior relevant experience	25
Demonstrated capacity and relevant past experience to perform the proposed assignment. Reference checks to verify/assess performance may be conducted as appropriate. Contact information of most recent supervisors/contractors (past three years) should be provided.)	25
Personnel Qualifications	25
Qualifications and relevant experience of the proposed candidate (demonstrated in CV and summarized) to complete the proposed assignment.	25
Technical Merit	25
Proposal demonstrates understanding of the objectives of the assignment and appropriately responds to the needs as stated in the RFP - clearly demonstrating applicant's in-depth knowledge and experience necessary to effectively implement the SOW	25
Operational Capability	25
A description of the approach and methodology for executing the Scope of Work effectively and efficiently, organizational capability statement clarifying experience in Bandarban and access to the ethnic groups. should be described in the proposal.	25
Total Points	100

Upon completion of the evaluation of Technical Offers, HKI will evaluate Financial Offers for budget presentation, details of the budget narrative, and cost effectiveness (reasonable, realistic, match the Technical Offer and meet requirements of RFP). No points are assigned to Financial Offers, but these criteria will be considered, in conjunction with the total score of the Technical Offer. This RFP utilizes the tradeoff process and HKI may award a contract to the offeror whose proposal represents the best value to HKI and the program. HKI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

SECTION 5: Source of Funding and Authorized Geographic Code

Any award resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. The authorized USAID geographic code for this RFP and any resulting contract is Code 937. A description of this code is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>). All commodities and services supplied under any award resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), 22 CFR 228.

SECTION 6: Proposal Validity, Submission Deadline and Instructions

Proposals should have a 90-day validity period from the proposal submission date, as provided in the Cover Letter.

Proposals must be submitted electronically by the deadline listed on the cover page of this RFP by E-mail to Bangladesh.Procurement@hki.org in copying to Mohammad Shaheedul Islam, Manager-Admin & Procurement through the email: mislam@hki.org indicating in the subject line of the e-mail the company name and the RFP number.

A full proposal submission will include the following documents, all of which must reference the RFP number as stated on the cover page of this document:

- Cover Letter
- Technical Offer
- Financial Offer
- Conflict of Interest Disclosure Form
- Copies of Bidder legal registration documents
- Other pertinent information relevant to the proposal submission

SECTION 7: Negotiations

Best offer proposals are requested. It is anticipated that an award will be made solely on the basis of the original offers received. However, HKI reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, HKI reserves the right to conduct a competitive range and to limit the number of bidders in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated bidders, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of HKI, bidders may be requested to conduct oral presentations. If deemed an opportunity, HKI reserves the right to make separate awards per component or to make no award at all.

SECTION 8: Terms of the Solicitation

1. Issuance of this RFP does not constitute an award commitment on the part of HKI, nor does it commit HKI to pay for costs incurred in the preparation and submission of a bid.
2. Attached files are integral part of this RFP.
3. HKI may contact Bidders to confirm contact person, address, bid amount and to confirm that the proposal was submitted for this solicitation.
4. False Statements: Bidders must provide full, accurate and complete information as required by this solicitation and its attachments.
5. Conflict of Interest Disclosure: In Annex A Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in HKI having to re-evaluate selection of a potential Bidders.
6. Right to Select/Reject: HKI reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. HKI also reserves the right to reject any or all proposals received without explanation.

7. Reserved rights: All RFP responses become the property of HKI and HKI reserves the right in its sole discretion to:
 - a. To disqualify any offer based on Bidder's failure to follow solicitation instructions;
 - b. To waive any deviations by Bidders from the requirements of this solicitation that in HKI's opinion are considered not to be material defects requiring rejection or disqualification or where such a waiver will promote increased competition;
 - c. Extend the time for submission of all RFP responses after notification to all Bidders;
 - d. Terminate or modify the RFP process at any time and re-issue the RFP to whomever HKI deems appropriate;
 - e. Issue an award based on the initial evaluation of offers without discussion;
 - f. Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.
8. Bidders and its proposed personnel shall disclose any factors that could limit the organization's ability to independently perform the services such as relationship with counterpart employees, past employment, etc.

ANNEX A: Conflict of Interest Disclosure

HKI Code of Conduct & Ethics Policy: In accordance with the HKI Code of Conduct and Ethics Policy, HKI requires full and open disclosure when dealing with procurement. As such, HKI employees must avoid any conflict of interest or the appearance of a conflict of interest. HKI employees must at all times provide full disclosure of their actions or relationships with prospective vendors, contractors, or consultants. HKI employees shall not solicit, request, accept, or agree to accept any gift from a vendor or prospective vendor.

HKI reserves the right to reject any or all quotes when considered to be in the best interest of the organization and/or the people it serves. All parties submitting a proposal in response to this Request for Proposal are obligated to disclose the existence of any actual or possible conflict of interest relating to every country included within their proposal in the attached *Conflict of Interest Declaration Form*.

Failure to fully disclose such information could lead HKI to reject a proposal. If a party has no conflict to declare for any of the countries covered in their proposal, they may submit one form, listing all of the countries covered.

“**Conflict of Interest**” means a situation in which an Bidder, or an Affiliate (as defined below), or a sub-contractor (if any) of an Bidder, has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult for an Bidder to fulfill its obligations to HKI in its role as the vendor in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise. A Conflict of Interest may arise in the following circumstances, which are not exhaustive:

- i. a Bidder has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to HKI;
- ii. an Bidder has been, or is involved in the provision of advice to an entity that is a Principal Recipient or a Sub-recipient;
- iii. a Bidder has been, or is involved in, or has provided advice in relation to the procurement of goods and/or services by a Principal Recipient and/or a Sub-recipient;
- iv. a Bidder has been, or is involved in the provision of auditing services to a Principal Recipient and/or a Sub-recipient; or
- v. a Bidder has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Principal Recipient or a Sub-recipient that remains valid at the time of, and for the duration of the term of this Contract.

“**Affiliate**” means a business concern, individual or other entity that, directly or indirectly: (i) controls or can control a Bidder; (ii) is controlled by, or can foreseeably be controlled by, a Bidder; or (iii) along with a Bidder, is controlled by, or can foreseeably be controlled by, the same third party.

Bidder Conflict of Interest Declaration Form

Please check one box below, as appropriate:

<input type="checkbox"/>	The Bidder hereby declares that it has read and understood the Conflict of Interest rules set forth in the Request for Proposals (RFP) and warrants that no Conflict of Interest exists on the part of the Bidder or an Affiliate of the Bidder, with regard to the services to be performed under the RFP. The Bidder hereby agrees to comply with the Conflict of Interest rules set forth in the Request for Proposals (RFP).
<input type="checkbox"/>	The Bidder wishes to disclose a real or potential Conflict of Interest situation(s) and propose mitigating action(s). <i>Note:</i> if this box is checked, please describe in an attachment, <i>in detail</i> , the situation and present a proposed mitigation plan / arrangement for consideration by HKI.

Bidder:

Signature:	
Printed Name:	
Title:	
Date:	

ANNEX B: Format of CV to Be Used for Personnel (One Document Per Person) **(This is an example ONLY, remove/edit as needed)**

Name:			
Title:			
Nationality:			
Home Office Address:			
Professional Qualifications:			
Language skills:			
Language:	Reading:	Speaking:	Writing:
Relevant work experience, including the duration and responsibilities:			
References:			
Name:		Name:	
Position:		Position:	
Organization:		Organization:	
E-mail:		E-mail:	
Address:		Address:	
Telephone:		Telephone:	
Relationship:		Relationship:	
Certification:			
I declare that the information provided in this CV is accurate and hereby authorize HKI to undertake whatever inquiries HKI may consider reasonable and necessary in the course of the assessment process, in relation to the information in this curriculum vita relating to my suitability for the position for which I have been nominated.			
Signed:		Date:	

ANNEX C Financial Offer Format (**This is an example ONLY, revise as needed**)

DETAILED BUDGET BREAKDOWN WORKSHEET (SAMPLE FORMAT)

Cost Element	Unit Cost	Quantity	Total Cost
1. SALARIES Position No. 1 {name} Position No. 2 {name}			Unit Cost x Quantity
SUBTOTAL			
2. FRINGE BENEFITS (If applicable)	xx%		xx% of Base*
3. OVERHEAD (If applicable)	xx%		xx% of Base*
4. EXTERNAL CONSULTANTS Position No. 1 {name}			
SUBTOTAL			
5. TRAVEL & TRANSPORTATION A. Travel B. Per Diem		Number of trips	
SUBTOTAL			
6. OTHER DIRECT COSTS Communications Duplication [List Items]			
SUBTOTAL			
7. INDIRECT COSTS (If applicable)	xx%		xx% of Base*
8. FIXED FEE (If applicable)	xx%		xx% of Base*
		Total	

Principal's Signature

*The Base for each of these percentages needs to be identified and documented through audited financial statements.



Summary LOE Table to be Submitted in Excel (This is an example ONLY, revise as needed)

No.	Deliverables	Deliverable Deadline	No. of Deliverables
1	Kick off meeting with SAPLING staff to discuss the deliverables and expectations	Oct 1, 2020	
2	Present detailed implementation plan	Oct 6, 2020	

ANNEX D: USAID Contract Provisions

Include only if procurement is USAID-funded. If not, delete this Annex.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

By signing below, the Bidder agrees to comply with these requirements, as applicable, in the event an award is made by HKI.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

By signing below, the Bidder agrees to comply with these requirements, as applicable, in the event an award is made by HKI.

Bidder:

Signature:	
Printed Name:	
Title:	
Date:	